

Request for Proposals for the development of the Water Loss Reduction Program

October 6, 2023

1. SUMMARY

- 1.1. Request for Proposals (RFP): The City of Greensboro Water Resources Department, is hereby inviting proposals from qualified Consultants, with proven experience and expertise, to provide professional engineering and supporting services to develop a Water Loss Reduction Program.
- 1.2. Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from the Water Resources Website under **Featured Links** at:
<http://www.greensboro-nc.gov/water>.
- 1.3. Period and Terms of Contractual Agreement: Contractual agreements are anticipated to begin in January 2024 and expire in 12 months. Specific scope and fee of the Water Loss Reduction Program will be negotiated with the selected qualified consultant.
- 1.4. Qualifications-Based Consultant Selection Process: The Water Resources Department selection for this engineering program is Qualifications-Based. No fee shall be submitted with this proposal.
- 1.5. Due Date: RFP's in response to this request are due to the City **no later than 5pm, Thursday, November 16, 2023**. Proposals received become public property of the City and will not be returned. Proposals are subject to public information requests as outlined by general statutes.

2. SCOPE OF CONSULTANT SERVICES

2.1. In General: The Water Resources Department has historically performed annual water audits through AWWA's free water audit software. Water Resources wants to expand upon its water loss auditing practices and implement a water loss reduction program. Engineering services are needed for reviewing and validating the information entered in the previous 5 years of AWWA water audits and to help develop a plan to reduce water loss.

2.2. Scope of Work:

- A. Previous Years Water Audit Review:
 - A.1. Review the data and source of the data entered in the previous 5 years of AWWA water audit spreadsheet.
 - A.2. Make recommendations on how to improve or capture accurate data entered in the water audit spreadsheet.
 - A.3. Comprehensive analysis of the differences between the City's current measurement of meter usage, rate structure, billing procedures against industry standards with recommendations to reconcile and improve the differences.
 - A.4. Review meter testing protocol and procedure in use by staff and report findings with recommendations to improve testing based on industry standards.
 - A.5. Review overall results of the previous years' water audits and compare with industry standards and present summary to the Greensboro water audit team.

- B. 2024 Water Audit:
 - B.1. Assist the City in performing calendar year 2023 water audit.
- C. Develop a Water Loss Reduction Program
 - C.1. Identify areas for recovery of real and apparent water revenue losses and corrective measures.
 - C.2. Identify short and long term program goals for water loss reduction and the relevant corrective measures. Water Resources would like to have a 10-year program plan developed.
 - C.2.1. Determination of priorities of apparent and real losses in the system.
 - C.2.2. Providing recommendations of corrective measures for reducing water loss and identifying potential costs to the City for implementation.
 - C.3. Propose solutions based on stakeholder input, best practices and consultant experience, with a summary of the advantage and disadvantage of each.
 - C.4. Provide a water loss reduction program plan for the City to implement.
 - C.5. Recommend specific metric tracking strategies that will help the City reach incremental goals throughout the tenure of the water loss reduction program.
- D. Business Intelligence
 - D.1. Assist the City in identifying the best method of data compilation and visual representation of the water loss reduction program and annual water audits using Microsoft or ESRI software.
 - D.2. Provide the City with technical support in developing the visual data compilation and water loss reduction program using Microsoft or ESRI software.
- E. Optional Scope Enhancements
 - E.1. The scope of work outlined here may not be exclusive to these task. The City believes these tasks are needed to develop a comprehensive and industry accepted Water Loss Reduction Program. However, based on the Consultant's experience and expertise in water loss reduction and auditing, the City welcomes enhanced scope items that can improve the successful implementation of a Water Loss Reduction Program.

3. SUBMITTAL REQUIREMENTS

3.1. Contract Requirements: The City's Professional Services contract is attached as Appendix A. By response to the RFP, the Respondent agrees to the terms outlined in the Professional Services contract.

3.1.1. Insurance Requirements: Any contract entered into as a result of this Request will require the Consultant(s) to obtain and maintain the following minimum insurance coverage as outlined in Appendix A: Professional Services Contract

Please note: The successful proposer(s), if any, must provide a Certificate of Insurance and Additional Insured Endorsement verifying coverage for the City of Greensboro prior to contract execution. Certification must include: name and address of insurance company (must be authorized to conduct business in North Carolina or be named on the List of Authorized Insurance maintained by the NC Department of Insurance), policy number, and liability coverage and amounts. Timely annual renewals will also be required.

3.1.2. Non-discrimination: It is the policy of the City not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation,

selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of age, color, sex, disability, national origin, race, religion, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this Request shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring.

As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of agreement and may result in termination of agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3.1.3. Conflict of Interest: The City's conflict of interest policy is outlined in Appendix A, Professional Services Contract. By response to the RFP, the Respondent agrees that there are no conflicts of interest as defined in the Contract terms.

3.1.4. Indemnification: The City's indemnification policy is outlined in Appendix A, Professional Services Contract. By response to the RFP, the Respondent agrees. E-Verify: The Respondent must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant must also certify that it will require that all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes for work performed for the City.

3.1.5. Iran Divestment Certification and Divestment from Companies Boycotting Israel : The Respondent must not be listed on the Final Divestment List or Do-Not-Contract List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (Iran) and 147-86.81 (Israel) and that the firm will not utilize any subcontractor found on the State Treasurer's Final Divestment List for either or the Do-Not-Contract-List.

3.2. Questions: This Request is issued by the City of Greensboro Water Resources Department. All questions concerning this Request shall be submitted in writing and addressed to the Asset Management Coordinator, Kenny Treadway, by email to kenny.treadway@greensboro-nc.gov. The deadline for questions is **Thursday, October 26, 2023**. All questions will be answered by Addenda posted on the Department's website as referenced in Section 1.2 of this Request no later than **Thursday, November 9th**.

3.3. Submittal Date and Time: Proposals must be received by the City **no later than 5:00pm, Thursday, November 16, 2023**. Responses received after the scheduled receipt time stated above will not be accepted. Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted.

3.4. Submittal Instructions: Please submit: One (1) original copy and one (1) electronic copy in PDF format via USB drive. Provide a certification statement that USB drive does not contain any harmful files to the City. Both the original copy and the electronic copy must be provided in one package delivered by the submittal deadline to:

Kenny Treadway
City of Greensboro Water Resources Department
2602 South Elm-Eugene Street
Greensboro, North Carolina 27406

4. PROPOSAL ORGANIZATION: To facilitate the City's objective review of proposals, Consultants are requested to organize the main document using a standardized format. Each proposal should contain the following:

4.1. Cover Letter: A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services and acknowledges the acceptance of the City's contractual agreement in Appendix A. Include a point of contact name and email for correspondence from the City. State in the cover letter whether the firm qualifies for local presence. A failure to specifically state Local Presence status will indicate to the City the Firm does not have a local presence.

4.1.1. Local Presence: Applicants that have Significant Business Presence for at least one year within the corporate limits (i.e., legal geographic boundaries) of the municipalities which comprise the Guilford County Economic Development Alliance (Greensboro, NC; High Point, NC; and Guilford County, NC) ("Local Area"). A proposer has a Significant Business Presence in the Local Area, if it is headquartered in the Local Area for at least one year or it has at least 25% of its total full-time, part-time and contract employees regularly based in the Local Area for at least one year or generates at least \$500,000 in gross sales in the Local Area within the twelve months preceding the City's Request for Qualifications for that specific contract. Notwithstanding any of the above, a location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a Significant Business Presence.

4.2. Table of Contents, with page numbers and bookmarked (not included in page count)

4.3. Executive Summary (No more than 1 page, Font Size minimum 10): This section should (1) address the highlights of the Proposal, and (2) describe strengths and special expertise of the firm and project team to successfully accomplish the scope of work.

4.4. Statement of Qualifications for the Firm: (No more than 6 pages) Identify and describe the qualifications of the Firm to develop a water loss reduction program. Provide a minimum of five specific projects the Firm has participated in as a prime and/or sub-consultant for similar scopes. With relevant projects performed by the Firm, include client, utility owner, fee, project team members, and summary of scope.

4.5. Project Team Qualifications & Resumes: (No more than 7 pages) Please identify the proposed project team and key personnel for the successful completion of this project.

4.5.1. Include a project organizational chart, including the following for each team member: name, role in the project, office location-City and State (1 page, 11x17 acceptable)

4.5.2. Briefly describe the proposed team members roles and outline of participation of the staff in the tasks for this project.

4.5.3. Resumes: Include key project team members resumes. Include similar project experience within the last 5 years. Highlight relevant experience for team members (whether the work

was completed for this firm or for a previous firm.) Please include a brief project statement, scope of work the team member worked on and primary utility owner.

4.6. Scope of Work (no page limit, please be descriptive and demonstrative but concise)

4.6.1. Provide a scope of work outlined in Section 2. Address each requested scope item and provide details of proposed approaches to providing the overall scope.

4.6.2. Provide any options for innovation or proposed scope enhancements within this Section. If your firm has enhanced approaches to the general scope of Work, please demonstrate this within the Proposal.

4.7. References: (No more than 1 page) Please provide the contact name, organization, email address and telephone number, of at least three references for whom your firm has provided similar professional services. Ensure these references can be reached and will be responsive to inquiries. Please include at least one North Carolina reference, if your Firm has worked in North Carolina.

5. Minority/Woman Business Enterprise (M/WBE) Commitment: The City of Greensboro is committed to provide minorities and women equal opportunity to participate in all aspects of City contracting and purchasing programs through the City's current M/WBE program adopted by City Council. It is the intent of the City's program and the Department's outreach efforts to widen opportunities for historically underutilized businesses. Within your response, it should be clear what types of opportunities may be offered to M/WBE firms to help achieve the City's aspirational goals for professional services. This project is a professional engineering service.

- The Relevant Market was determined by the City of Greensboro's 2018 Disparity Study and encompass the geographical area where the city awards at least 75 percent of its contracts dollars. The study determined eligibility for participation for the Greensboro Program Plan to include the following counties: Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.
- Significant Business Presence: to qualify for this program, an MWBE firm must be headquartered or have a significant business presence for at least one year within the Relevant Marketplace, defined as: an established place of business from which at least 25% of its total full-time, part-time and contract employees are regularly based and provide a commercially useful function. A location utilized solely as a post office box, mail drop, or telephone message center or any combination thereof, with no other substantial work function, shall not constitute a significant business presence.
- The Aspirational Goal for M/WBE: Based on the latest Disparity Study, the aspirational goals for professional services in the Relevant Marketplace adopted by City Council on February 19, 2019 is MBE 24% and WBE 22%.

Please review the M/WBE Program Plan at www.greensboro-nc.gov/business/minority-and-women-s-business-enterprise

5.1. M/WBE Commitment: Describe your proposed utilization of M/WBE firms on your proposed scope. Ensure your M/WBE firms are indicated on the Project Team organizational chart. Include an executed Affidavit C that confirms your commitment to these M/WBE firms and scopes of Work.

6. Selection of Consultants

6.1. General:

- 6.1.1. This Request does not commit the City to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project.
- 6.1.2. The City will require the selected Consultant to participate in negotiations of the final scope and fees for the project and to submit a final proposal.
- 6.1.3. The City reserves the right to perform all or some of the services described in this document with its own work force.

6.2. Qualifications-Based Selection Criteria: Proposals are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The City reserves the right to request an interview with any Consultant during the selection process. Should the City see the need to interview Consultants, the Consultant will be notified as early as possible in the proposal review process. The selection criteria are as follows:

6.2.1. Qualifications of the Firm (25 points)

- Experience and expertise of the Firm in these specific services
- Similar projects performed by the Firm

6.2.2. Qualifications of the Team Members in Water Audit and Water Loss Reduction (20 points)

- Organizational chart of the project team and tasks performed by team members
- Similar work completed by members of the proposed project team within the last five years.

6.2.3. Scope of Work (20 points)

- Clearly addresses the scope needs outlined by the City
- Clearly demonstrated through the scope of work descriptions that the Firm has a clear understanding of this type of Work and the effort required to perform the scope.

6.2.4. References for Water Audit Review and Water Loss Reduction (20 pts)

- Consultant's performance on similar projects based on information gathered by the City and/or through the references provided by the Consultant

6.2.5. M/WBE Commitment for Water Audit Review and Water Loss Reduction (10 pts)

- Proposed utilization of program eligible M/WBE firms
- Note: All consultants responding to the Request must address this criteria even if the consultant qualifies as M/WBE prime.
- Prime program eligible M/WBE Firms will receive 10 points. Sub-consultant program eligible M/WBE firms will receive 5 points.

6.2.6. Local Presence (5 pts)

- Firm is located within the Local Area defined in Article 4 and will receive 5 points.

7. Rating and Selection Team: The following individuals are anticipated to comprise the team responsible for reviewing and rating the proposals submitted. Team members may vary based on category of expertise and not all listed reviewers will review every category:

- Kenny Treadway, Asset Management Coordinator
- Mario Edouard, Asset Management and GIS Engineering Supervisor
- Jana Stewart, Engineering Division Manager
- M/WBE Office Representative
- Other Department Representative

7.1. Schedule for the Selection Process: The following is the anticipated schedule for the Consultant(s) selection process:

<u>Item</u>	<u>Date</u>
City of Greensboro issues Request for Proposals	Friday, October 6, 2023
Written Questions from Consultants Due	Thursday, October 26, 2023
Responses to Questions from City Will Be Issued	Thursday, November 9 2023
Completed Proposals due to Water Resources Engineering Division, 2602 South Elm-Eugene Street	Must be received by City no later than 5pm, Thursday, November 16, 2023
City review of Proposals and Selection of Short List of Qualified Consultants, if applicable	November 20 – November 30, 2023
Interviews with potential Qualified Consultants, If needed	December 4 – December 6, 2023
City selects Most Qualified Consultant(s)	On or before December 20, 2023
Water Resources will work with Qualified Consultant for final scope documents and fee schedule	Before January 15, 2024

Appendix A – Greensboro Professional Services Contract Template

CITY OF GREENSBORO

PROFESSIONAL SERVICES CONTRACT

This contract made and entered into this the enter date (example: 1st day of April, 2017), by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the City) and consultant/company (hereafter referred to as the Consultant).

WITNESSETH:

Professional Services Rendered

In consideration of the monetary payment hereinafter described in Attachment A, attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro.

Relationship

The Parties in this contract agree that the Consultant is a professional corporation, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

Supervision and Inspection

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

1 Specific Duties & Responsibilities

The specific duties and responsibilities of the Consultant shall include but not be limited to the following:

1. xx
2. xx

Compensation

The City agrees to pay the Consultant an amount not to exceed \$_____. The Consultant will be paid as detailed in Attachment A, attached hereto and made a part hereof. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof. Consultant will complete project work within enter length of time timeframe.

Non-Appropriation Clause

The automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non appropriation occurs the contract shall become void.

Invoices

1. Submittal

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month.

2. Receipts Required

Where invoices are based in part on reimbursable expenses, the Consultant shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

3. Disputed Items

If any items in any invoices submitted by the Consultant are disputed by City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

Payment of Taxes and Insurance

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

Insurance

During the performance of the services under this Agreement, the Consultant shall maintain the following insurance:

1. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the City of Greensboro as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the City.
2. Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the City under this Agreement, including but not limited to, claims concerning the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.
3. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
4. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this

Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Consultant shall furnish certificates of insurance and a copy of the insurance policies for all of the insurance coverages described herein within ten (10) days after this Agreement is ratified and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

The City shall be named as an additional insured and a separate endorsement shall be provided.

Amendments

Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.

Conflict of Interest

No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Agent as used in this Section are as follows:

1. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
2. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
3. **Agent** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

Termination for Convenience

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date of the termination.

Failure to Comply With Terms of Contract

Should the Consultant fail to comply with the terms of this contract, the Consultant, upon actual or constructive notice of the default shall have thirty (30) days to remedy the default. Should the Consultant fail to remedy the default, the contract is terminated immediately upon the expiration of the thirty (30) days.

Rights

City retains the exclusive rights to cancel, stop or re-schedule any or all services associated with the Contract.

Non-Discrimination Requirements

As a condition of entering into this agreement, the company represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section V. A. 1. of the M/WBE Program Plan. As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender or sex, age, marital status, sexual orientation, gender expression, gender identity, national origin, or on the basis of any mental or physical disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Market. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Compliance With Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

Indemnification

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees, against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, losses or injuries of any kind, including environmental, which may arise from the sole negligence of Consultant, its agents or employees, or as a result of work performed pursuant to this Contract.

Severance

Should any part of this contract be declared unenforceable, all remaining sections remain in force.

Non-Assignment

The Consultant without the written approval of the City shall not assign this contract.

Governing Law

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.

Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Confidentiality

The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain

software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

E-Verify

The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

Iran Divestment Certification

As of the date of this Contract/Agreement, the Contractor/Vendor/Consultant/Company certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor/Vendor/Consultant/Company will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Contractor/Vendor/Consultant/Company certify that they are authorized by the Contractor/Vendor/Consultant/Company to make this certification.

Safety Requirements

All Contractor/Vendor/Consultant/Company are responsible for the safety of their employees while working for the City. The Contractor/Vendor/Consultant/Company is required to have a written safety program, perform regular safety training and abide by safe practices in the performance of the Work, as required by North Carolina Occupational Safety and Health (NC OSHA) and the U.S. Occupational Safety and Health Administration (OSHA). The Contractor/Vendor/Consultant/Company shall coordinate safety requirements for any subcontractor and/or third party personnel used related to the Work and shall provide written documentation that subcontractors are meeting proper safety standards. The Contractor/Vendor/Consultant/Company shall participate in an introductory "Hazard Communications and Owner Safe Practices Class" and acknowledge the attached Contractor Safety Requirements documents prior to performing any work on site. All Contractor/Vendor/Consultant/Company personnel shall be escorted on site by a primary contact of the City prior to participation in the aforementioned class.

Divestment from Companies Boycotting Israel Certification

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

APPENDIX B: MWBE Forms

M/WBE Policy Statement

It is the policy of the City of Greensboro to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the City's purchasing and contracting processes. Therefore, the City will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors or commercial customers on the basis of race, color, religion, national origin, sex, age or on the basis of handicap or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the Relevant Marketplace, which includes the counties of Alamance, Caswell, Chatham, Davie, Davidson, Durham, Forsyth, Franklin, Granville, Guilford, Hoke, Lee, Montgomery, Moore, Orange, Person, Randolph, Richmond, Rockingham, Rowan, Scotland, Stokes, Surry, Vance, Wake, Warren, Yadkin.

M/WBE Commercial Nondiscrimination Policy

"The undersigned Respondent hereby certifies and agrees that the following information is correct: In preparing its response, the Respondent has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the City's M/WBE Program Plan, Section V. A. 1.; to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the response submitted by the Respondent on this project, and terminate any contract awarded based on the response. As part of its response, the Respondent shall provide to the City a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of North Carolina that the Respondent discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the City, the Respondent agrees to comply with the City's Commercial Nondiscrimination Policy as described under its M/WBE Program Plan, Section V. A.1."

Respondents that are certified M/WBE Prime Bidders will be awarded 10 (ten) evaluation points or Respondents that use a certified M/WBE firm(s) on their project or team will be awarded 5 (five) evaluation points. A maximum of ten Points may be received for this criteria. The following certified Minority Group Members and/or women: African- American, Hispanic American, Native American, Asian American and non-Minority females are eligible to be counted for M/WBE participation in the contract.

For purposes of certification, the City accepts minority and women owned firms that are certified by the State of North Carolina Department of Administration Historically Underutilized Business Office (HUB) <https://ncadmin.nc.gov/businesses/hub/hub-certification> or NC DOT North Carolina Department of Transportation <https://connect.ncdot.gov/business/SmallBusiness/Pages/Become%20a%20Certified%20DBE%20Business.aspx> and satisfies the City's eligibility requirements.

If a Respondent subcontracts any portion of the contract or has an M/WBE firm on their team, the information must submit Affidavit C1 - Subcontractor Utilization Commitment.

Or

If a Respondent plans to self- perform 100% of the work under a contract with its own workforce, the information must submit Affidavit E1 - Statement of Intent to Perform Work Without Subcontracting.

For questions about the City's eligibility requirements or the M/WBE Program, contact the M/WBE Office at (336) 373-2674 or via email at mwbegso@greensboro-nc.gov.

Affidavit C1 – Subcontractor Utilization Commitment

Name of Prime Contractor: _____ Project Name: _____
 The Bidder/Participant must indicate all subcontracts (M/WBE & NON-M/WBE) it intends to utilize as follows:

MBE	WBE	NON M/WBE	Subcontractor Name & County**	Nature of Work to be Performed	% Utilization
<i>**Only M/WBE firms that are certified by the North Carolina Department of Administration or the North Carolina Department of Transportation and have a significant business presence within the Greensboro relevant marketplace will be counted towards the M/WBE goal(s).</i>				Total NON-M/WBE Utilization Commitment	
				Total MBE Utilization Commitment	
				Total WBE Utilization Commitment	
				(Submit Additional pages, if necessary)	

Pursuant to the City of Greensboro Minority and Women Business Enterprise (MWBE) Program Plan, the Respondent certifies that the above Minority/Women-owned Business Enterprise(s) was (were) contacted in good faith.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Bidder in accordance herewith.

Date _____ Name of Authorized Officer _____

Signature _____ Title _____

State of _____ County of _____

Notary Public _____ My commission expires _____

SEAL

Affidavit E1 Statement of Intent to Perform work without Subcontracting

We, _____, hereby certify that it is our intent to perform 100% of the work required for the _____ Contract.
(Name of Project & Contract Number)

In making this certification, the Bidder states the following:

1. That is a normal business practice of the Bidder to perform all elements of this type of contract with its own work forces without the use of subcontractors.
2. That if it should become necessary to subcontract some portion of the work at a later date, the Respondent will notify the City of Greensboro and institute good faith efforts to comply with all requirements of the M/WBE program in providing equal opportunities to M/WBE firms to subcontract the work.

Accompanying this certification the undersigned shall provide conclusive documentation which serves to verify it is, and has been, a normal business practice for the indicated firm to perform all elements of this type of contract with its own workforce and without the use of subcontractors. The documentation must demonstrate that the firm has sufficient employees, equipment, and bonding, if applicable to perform the entire contract without the use of subcontractors and that it has previously performed contracts of similar scope and comparable cost without the use of subcontractors.

Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Respondent to the commitment herein set forth. Signature and title of authorized official of the company and the date must be properly executed or this document will be deemed nonresponsive.

<p>Date _____ Name of Authorized Officer _____</p> <p>Signature _____ Title _____</p> <p>State of _____ County of _____</p> <p>Notary Public _____ My commission expires _____</p> <p>SEAL</p>

ID	Company Name	Address	City, State	Email	Contact Name	Phone
M	A1 CONSULTING GROUP, INC.	117 INTERNATIONAL DRIVE	MORRISVILLE	VGOEL@A1CONS.COM	VINOD VINNIE* K. GOEL	919-469-4800
M	Andropogon Associates, LTD	706 Mountford Avenue	Raleigh, NC	mccoye@andropogon.com	McCoy, Emily	919-800-0523
W	Blue Stream Environmental	2591 King William Dr	Kernersville, NC	lindsey@bluestreamenv.com	Lengyel, Lindsey	336-456-9365
M	CONSULTECH ENVIRONMENTAL, LLC	P.O. BOX 5306	CARY, NC	prshah@consultechenv.com	SHAH, PRAGNA	919-234-4238
W	Dramby Environmental Consulting, INC	8801 Fast Park Drive Suite 301	Raleigh, NC	sdramby@drambyenv.com	Dramby, Juanita	757-894-1673
W	Elevated Environmental Corporation	1001 NE MARKET ST	REIDSVILLE, NC	info@elevatedenvironmental.com	Gower, Stephanie	336-645-5049
W	Redox-Tech	800 Park Offices Dr.	Morrisville, NC	abordermc@gmail.com	Ross, Lydia	919-873-22044
W	Falcon Engineering	1210 Trinity Road	Cary, NC	mmansfield@falconengineers.com	Robertson, Margaret	919-871-0800
W	Habitat Assessment Restoration Program, Inc	1421 West US Highway 64	Lexington, NC	Karri@habitatassessment.com	Blackmon, Karri	(336) 362-6776
M	John Davenport Engineering	119 Brookstown Ave.	Winston-Salem, NC	jdavenport@davenportworld.com	Davenport, John	336-744-1636
W	Keystone Environmental Health & Safety Services	6011 Brookstone Ridge Drive	Winston Salem, NC	darin.tornatore@keystoneehs.com	Milliron, Carolyn	704-609-7218
W	Purologix Water Services, Inc.	105 Technical Ct	Garner, NC	sales@purologix.com	Elmore, Cristine	919-577-1178
M	Vistabution, LLC	8315 Six Forks Road	Raleigh, NC	info@vistabution.com	Mann, Clarence	919-844-9375
M	Accelerate Engineering, PLLC	875 Walnut St # 316	Cary, NC	Gavin.Teng@AccelerateEng.com	Teng, Zhaolong	919-263-5678
M	Acropolis EPC (scada)	313 S Blount St. #200D	Raleigh, NC	terence@acropolisepc.com	Morrison, Terence	704-618-1892
M	AFRI LOGISTICS LLC	2627 Vega Ct.	RALEIGH, NC	afri Logistics LLC@yahoo.com	NWAKUCHE, AMAECHI	919-637-0354
W	Alison A. Pockat, ASLA	106 Steep Bank Dr.	Raleigh, NC	apockat@earthlink.net	Pockat, Alison	(919)363-4415
W	AMERICAN CAD SERVICES, INC.	4320 Bland Rd	Raleigh, NC	khayes@americancad.com	Novak, Deborah	919-873-1111
W	Anne Hungate	1636 Napoli Dr	Apex, NC	anne@daringsystems.com	Hungate, Anne	614-769-4581
W	Apple Designs, Inc.	3739 National Dr. Suite 228	Raleigh, NC	jessica@apple-designs.com	Gray, Jessica	301-434-4500
W	B & F Consulting, Inc.	2805 Tobermory Lane	Raleigh, NC	amber.farrelly@bandfconsulting.com	Farrelly, Amber	919-389-8102
M	Baseline Mobility Group, Inc.	10030 Green Level Church Rd	Cary, NC	m.rahman@baselinemobility.com	Rahman, Mushtaqur	919-452-5188
M	BBFoster Consulting, PC	2618 Battleground Ave	Greensboro, NC	bbf@bbfosterconsulting.com	Bellandra B. Foster	336-965-8080
M	BREE & ASSOCIATES, INC.	109 Kilmayne Dr	Raleigh, NC	bree@breeassociates.com	Lancaster, Robert	919-469-3330
W	Capital Project Consulting Inc	8716 Silverthorne Dr.	Raleigh, NC	denise.johnson@outlook.com	Johnson, Denise	919-270-8181
M	CITI, LLC	600 Pinner Weald Wat STE 102	Cary, NC	marco@citi-llc.com	Varela, Marco	704-969-2484
W	CLH Design PA	400 Regency Forest Dr. Suite 120	Cary, NC	mrichards@clhdesignpa.com	Richards, Melissa	919-319-6716
W	Consultant Engineering Service, Inc.	811 W. 5Th Street Suite 101	Winston-Salem, NC	carol@ceseng.net	Carol Stroupe	336-724-0139 x 107
W	CreaitVisibility	800 Whitetail Dr.	Apex, NC	contact@creaitvisibility.com	Gullette, Lisa	919-661-8124
M	Critek Engineering Group, P.C.	4900 Koger Blvd #180	Greensboro, NC	dcritek@critekgroup.com	Dawayne Crite	336-348-1889
W	Custom Controls Unlimited, Inc	2600 Garner Station Blvd	Raleigh, NC	theresa.kay@ccuinc.com	Kay, Theresa	919-661-5556
W	ECC TECHNOLOGIES, INC.	13341 New Falls of Neuse Rd Su	Raleigh, NC	jenstarks@ecctechnologies.com	Starks, Jen	585-737-6594
W	Ecological Engineering, LLP	1151 SE Cary Pkwy	Cary, NC	jflaming@ecologicaleng.com	Flaming, Jenny	(919)557-0929
M	ECC, INC.	8514 Six Forks Rd.	Raleigh, NC	info@ecccincorporated.com	Shrimanker, Mike	919-846-1016
W	Engineered Designs, Inc.	1151 SE Cary Pkwy	Cary, NC	gscoggins@engineereddesigns.com	Scoggins, Ginger	919-851-8481
W	Erin Gallimore Worldwide LLC	3915 Beryl Rd.	Raleigh, NC	erin@eringallimore.com	Gallimore, Erin	919-606-5734
M	Ethos Holistique Holdings, PLLC	447 Darnmouth Rd	Winston-Salem, NC	Rajesh@ethoseng.net	Rajesh Kapileshwari	956-564-2852
M	FM Engineering, PLLC	222-2B Swing Road	Greensboro, NC	fmitiku@triad.rr.com	Fasil Matku	336-391-2653
W	IDIAS Contracting, LLC	1025 Wade Ave	Raleigh, NC	jmacdonell@sepiinc.com	James Macdonell	919-789-9977
M	JC Waller & Associates	7-L Dundas Cir.	Greensboro, NC	info@jcwaller.com	Juhann Waller	336-697-2637
M	John Davenport Engineering, Inc.	119 Brookstown Ave. SW	Winston-Salem, NC	rmdavis@davenportworld.com	John M. Davenport	336-744-1636
M	Kennerly Engineering & Design	F 12133 N HWY 150	Winston-Salem, NC	nikole.kennerly@kennerlyengineering.com	Nikole L. Kennerly	336-775-2118
W	Lynch Mykins Structural Engineers, PC	301 N. Wst St #105	Raleigh, NC	alynych@lynchmykins.com	Lynch, Anna	919-782-1833
M	Mekuria Engineering, Inc.	PO Box 10505	Raleigh, NC	Bmekuria@nc.rr.com	Mekuria, Belayneh	919-539-6070
W	Mercurial Global, Inc.	940 Main Campus Dr, Suite 500	Raleigh, NC	KerrMoltzon@Yahoo.com	Moltzon, Kerri	919-621-0866
W	Morton & Morton Design Service	4700 Homewood Ct, Suite 200	Raleigh, NC	jdmorton@nc.rr.com	Morton, Jeanell	919-882-6066
W	Morton Environmental Consulting, Inc.	127 Brookmead Ct.	Advance, NC	bethmorton@roadrunner.com	Beth Morton	336-988-4757
M	Public Participation Partners	8502 Six Forks Rd Ste 102	Raleigh, NC	srobison@pppcconsulting.net	Robinson, Simone	919-704-5357
M	Raymond Engineering-Georgia, Inc.	316 W Millbrook Rd #201	Raleigh, NC	acrfaq@raymondllc.com	Willers, David	919-872-7866
W	Ross Linden Engineers PC	709 W Jones St.	Raleigh, NC	info@rosslinden.com	Ross, Laura	919-832-5680
M	S.L. King & Associates, Inc.	1100 Abernathy Rd NE Bldg 500	Greensboro, NC	stan@king.com	Stanley King	336-510-5895
M	SAL CONSTRUCTION CO.	1517 Old Apex Rd Suite 110	Cary, NC	salconstructionco@gmail.com	Shah, Dinesh	919-460-1817
M	SAMR, PLLC	1451 South Elm-Eugene St	Greensboro, NC	dgiles@samrba.com	Derrick Giles	336-558-7700
M	Schooler Civil & Environmental Eng.	832 Nightshade Way	Raleigh, NC	plsschooler@gmail.com	Schooler, Pamela	919-889-9691
W	SEPI Engineering & Construction	1 Greenwood Ave Suite 600	Raleigh, NC	rramkumar@SEPIINC.COM	THOMAS, STEVE	919-747-5833
M	SIYA ELECTRICAL	Asaview Pl	WENDELL, NC	BRAMI@SIYAELECTRIC.COM	RAMI, BRIJESHKUMAR	919-602-7772
M	Sky Systems Inc	8801 Fast Park Dr. Suite 201	Cary, NC	Taha.imam@myskysys.com	Imam, Syed	919-412-9657
M	STEWART ENGINEERING INC	223 S. West St. Suite 1100	Raleigh, NC	bloeb@stewartinc.com	Rogers, Deshannon	919-866-4714
W	Susan M. Hatchell	711 W. North St.	Raleigh, NC	Susan@SusanHatchell.com	Hatchell, Susan	919-838-9600
W	Taylor Engineering, PLLC	3122 Lodge Dr.	Jamestown, NC	jtaylor@taylornc.com	Julie Taylor	336-339-6883
W	Thorburn Associates Inc	2500 Gateway Centre Blvd # 800	Morrisville, NC	lat@ta-inc.com	Thorburn, LEED AP, CTS,	919-463-9995
M	Threadcraft Engineering, Inc.	1021 Hadley Meadows Dr.	Raleigh, NC	jthreadcraft@tei-engineers.com	Threadcraft, Joseph	229-395-1012
M	TM Engineering, Inc.	103 Hiawatha CT	Cary, NC	robym@tmengineering.org	Mallik, Kingsuk	919-468-2545
M	Trimat Materials Testing, Inc.	1 Triangle Dr Suite 200	Durham, NC	cbacchi@trimattesting.com	Regimand, Simone	919-532-2211
W	Vert Structural, PC	2201 Byrd St.	Raleigh, NC	aparker@vertstructural.com	Parker, Ashley	919-449-6410
M	Volts Group Corporation LLC	309 Chapanoke Rd.	Garner, NC	voltsgroupllc@gmail.com	Ansah, Joan	919-637-0273
W	Ward Consulting Engineers, P.C	4805 Green Rd Ste 100	Raleigh, NC	bward@wce-corp.com	Ward, Becky	919-870-0526
W	WENDY MILLER LANDSCAPE ARCHITECTURE PLLC	946 Marguerite Dr.	Winston-Salem, NC	wendy@millerbarefoot.com	Wendy Miller	336-416-5372
W	Westcott, Small & Associates, PLLC	125 S. Elm St.	Greensboro, NC	tsmall@wsaeng.com	Victoria W. Small	336-310-9722
W	Wetherill Engineering, Inc	1223 Jones Franklin Rd	Raleigh, NC	dbw@wetherilleng.com	Wetherill, Debora B.	919-851-8077

Disclaimer

The listing of M/WBE firms provided in this document and located within the Greensboro Marketplace is not exhaustive or all encompassing. Other certified M/WBE firms that meet the City's M/WBE Program Plan's Significant Business Presence requirement may be solicited and used on the contract. Please contact the M/WBE Office (336) 373-2674 if you have questions about whether any firm not on this list that may be used to satisfy the City's M/WBE Program Plan Policy.